

AG Contract No.: KR02-2006TRN
ADOT ECS File No.: JPA 02-182
Project: Closed-Circuit Television
Camera Live Video Access & Usage
Section: Metropolitan Phoenix
TRACS No.: Not Applicable

NO. 27076
Filed with the Secretary of State
Date Filed: 09/14/04

AGREEMENT

BETWEEN
THE STATE OF ARIZONA
TRAFFIC OPERATIONS CENTER
AND
TOTAL TRAFFIC NETWORK
(a division of CLEAR CHANNEL BROADCASTING, INC)

Janice K. Brewer
Secretary of State
By: David J. Greenwald

THIS AGREEMENT is entered into 14th September 2004, between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, acting by and through its INTERMODAL TRANSPORTATION DIVISION (the "State") and the TOTAL TRAFFIC NETWORK, a division of CLEAR CHANNEL BROADCASTING, INC. (the "CCB")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-408 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. CCB has by Secretary's Certificate, a copy of which is attached hereto and made a part hereof, has authorized the undersigned to execute this Agreement on behalf of CCB.
3. The purpose of this Agreement is to establish policies for providing working space for a representative of CCB within the control room of the State's Traffic Operations Center (TOC) facility and making provisions for gaining access to the State's TOC facility during authorized working days. The authorized representative will be located at the State's TOC facility, in order to gather and disseminate traffic information to motorists.

II. BACKGROUND

1. In the highly mobile society of the United State, motorists constantly desire and require accurate and timely traffic information to help them decide how quickly and safely they can reach their destinations. The State's TOC collects real-time traffic information, which can be made available to the general public. This information is principally generated from the Freeway Management System (FMS), the AZTech Model Deployment Initiative, the Internet, Kiosks, and Highway Condition Reporting System (HCRS).
2. Traffic information can improve safety by helping drivers avoid situations where crash risk is greater due to traffic congestion, roadway conditions, or environmental factors. Traffic information also provides route guidance to emergency responders, which can drastically reduce the response time, thus decreasing the severity of injuries or prevent fatalities.
3. The State has embarked on an extensive Freeway Management System (FMS) program in the Phoenix and Tucson metropolitan area to minimize the impact of incidents, to maximize traffic flow, and to provide timely and accurate traffic information.
4. In addition to the State's FMS, which has been in operation since 1995, the Phoenix metropolitan area was selected by the United State Department of Transportation (DOT) in 1996 as one of the four model deployment cities in the country to provide an integrated traffic information system for the multi-modal traveler, with the State's TOC and its FMS program being the hub of the activities and information dissemination.

III. SCOPE OF WORK

1. The CCB will:

a. Designate one individual, who will be stationed at the State's TOC facility from Monday through Friday of every week from 5:00 a.m. to 7:00 p.m. The duties of the designated individual will be to collect real-time traffic information from the State's TOC facility and disseminate that information to CCB headquarter located in Tempe, Arizona, for dissemination to the users.

b. Supply a personal computer, a telephone, a telephone line, access to the Internet, and other miscellaneous office supplies to its representative at the State's TOC facility. The equipment shall be used for gathering and transmitting the traffic information to CCB headquarters in Scottsdale, Arizona. The State's TOC personnel have the right to determine at what location of the State's TOC control room the equipment is to be placed in order to avoid interference with the State's TOC equipment and personnel activities.

c. Prior to equipment installation, meet with the State's TOC personnel to discuss the proposed installation referenced in III.1.b as above.

d. Give the State's TOC personnel at least three working days advanced notice for the initial equipment installation, and a minimum of two hours notice for any maintenance and repair visits.

e. Be responsible for the service, maintenance, expenses, and upkeep of its installed equipment and the telephone line at the State's TOC facility.

f. While transmitting the traffic information from the State's TOC facility, regularly announce the traffic information provided and that the traffic information provided is being disseminated from the State's TOC facility. It is understood that violation of this policy shall cause the cancellation of this service.

g. Be responsible to submit in writing to State's TOC Manager or Operations Supervisor the name(s) of the proposed individual(s) prior to any replacement or substitute of its designated reporter at the TOC facility, or if to bring other individuals to State's TOC facility for any purpose. The list shall include the role and responsibility of each individual and anticipated schedule and equipment. The State's TOC Manager or Operations Supervisor has the right to request criminal background checks be performed on all individuals proposed for accessing the facility at its discretion.

h. Agree that this Agreement does not grant CCB an exclusive partnership with or privileges from the State's TOC, therefore, agrees to coordinate and cooperate with other users in the designated area(s) so as not to disrupt the operations of the State's TOC.

i. Agree that the CCB access to the State's TOC facility is limited to the hours between 5:00 a.m. to 7:00 p.m.

j. Agree not to conduct activities in any way that reduces the State's TOC ability to respond to emergencies and perform its normal functions.

k. Agree not to have access to the State's TOC equipment, information, or personnel other than as specifically set forth herein.

l. Provide the State's TOC Manager or Operations Supervisor with a contact person and with a list of all supplied equipment at the TOC.

m. Be solely responsible for providing other means of broadcasting traffic information during periods when the TOC supplied traffic-related information are unavailable due to equipment malfunction, repairs, routine maintenance operations, shortages of personnel, ongoing response to emergency situations and incidents, or other circumstances beyond the TOC's control.

n. Defend, indemnify, and hold harmless the State, its officers, agents, and employees from and against any and all damages, actions, or claims arising out of: (i) any breach of any representation warranty or agreement in this Agreement by CCB and (ii) any other default under this Agreement by CCB. The parties to this Agreement agree that the State of Arizona (ADOT) shall be indemnified and held harmless by CCB for vicarious liability of this State as a result of entering into this Agreement.

o. Agree not to assign, transfer, convey, or sublet this Agreement, or any part thereof, without prior written consent of the State's TOC Manager or Operations Supervisor.

p. In order to maintain the State's TOC facility security, assign CCB personnel the State furnished badge, which shall be worn and displayed at all times while present at the State's TOC facility.

q. Contact the State's TOC Manager or the Operations Supervisor for any questions or concerns as mentioned above.

2. The State will:

a. Provide a cubicle, desk, chair, and cabling from the communications room to the assigned cubicle in the control room where the designate CCB personnel shall be stationed.

b. Provide the CCB personnel access to the State's TOC building and parking area, and entry to the control room. The State TOC operators will provide the CCB personnel access to the TOC parking lot.

c. Allow CCB and other traffic information providers fair and equal access to its traffic information.

IV. AMENDMENT

1. This Agreement may be amended at any time upon mutual written Agreement between both parties. No agent, employee, or other representative of any party to this Agreement is empowered to alter any of the terms unless it is done in writing and signed by the designated officers of the respective parties, their authorized representatives, or duly appointed successors.

V. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect for a period of five (5) years from the effective date and may be amended (by letter), upon mutual consent of both parties. This Agreement may be reviewed. All reviews shall be completed prior to the end of the 5th year anniversary date prior to automatic renewal. The Agreement shall automatically renew for an additional five (5) year period unless either party exercises its termination rights, hereafter described. This Agreement may be cancelled by either party at any time upon 90 days' written notice.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The State's TOC reserves the right to immediately terminate this Agreement at its discretion. Instances that may warrant such termination shall include, but are not limited to at a minimum, the following:

- a. Misrepresenting the State's TOC's involvement in this partnership.
- b. Misrepresenting the traffic conditions.
- c. Inappropriate comments or behavior inconsistent with the goals and mission of the State's TOC.

5. The CCB shall not transfer, sell, assign or otherwise dispose of all or any part of the Agreement or the rights hereunder without prior written consent of the State.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

8. In the event of any controversy between the CCB and the State, which may arise out of this Agreement, regardless of amount or subject, the parties hereto agree to abide by binding arbitration pursuant to in A.R.S. Section 12-1518.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007
FAX: (602) 712 7424

Total Traffic Network,
a division of Clear Channel Broadcasting, Inc.
Alan Sledge
600 East Gilbert Dr.
Tempe, AZ 85281

Traffic Operations Center
Arizona Department of Transportation
2302 W. Durango Street MD PM02
Phoenix, AZ 85009-6452
FAX: (602) 495-9013

With Copy to:
Clear Channel Communications, Inc.
200 East Basse Road
San Antonio, TX 78209
FAX: (210) 832 3428
Attn: Legal Department

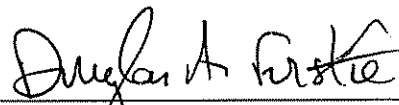
10. Attached hereto is the letter from CCB's in-house legal counsel indicating that to the best of his knowledge CCB is authorized to enter into this Agreement and perform its duties described herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**TOTAL TRAFFIC NETWORK, A Division of
CLEAR CHANNEL BROADCASTING, INC**

By 
SUSAN KARIS-MADIGAN
Vice President

**STATE OF ARIZONA
Department of Transportation**

By 
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

CLEAR CHANNEL BROADCASTING, INC.

SECRETARY'S CERTIFICATE

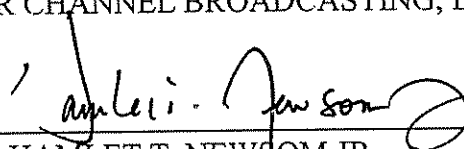
The undersigned, Hamlet T. Newsom Jr., Secretary/Associate General Counsel of Clear Channel Broadcasting, Inc., a Nevada corporation (the "Company"), in his capacity as an officer of the Company and not individually, hereby certifies as follows:

1. I am the duly elected and qualified Secretary of the Company.
2. That Susan Karis-Madigan, as a Vice President of the Company, is authorized to execute and deliver, in the name and on behalf of the Company, the agreement ("Agreement") between the State of Arizona Traffic Operations Center and Total Traffic Network, a division of Clear Channel Broadcasting, Inc., said Agreement being more specifically described as AG Contract No: KR02-2006TRN, which Agreement provides for closed-circuit television camera live video access for Metropolitan Phoenix to be provided to Total Traffic Network by the State of Arizona's Department of Transportation, said Agreement being substantially in the draft form attached hereto as Exhibit "A" and incorporated herein by this reference.

IN WITNESS WHEREOF, the undersigned has signed this Certificate this 4th day of August, 2004.

CLEAR CHANNEL BROADCASTING, INC.

By: _____


HAMLET T. NEWSOM JR.,
Associate General Counsel - Secretary

Draft

AG Contract No : KR02-2006TRN
ADOT ECS File No.: JPA 02-182
Project: Closed-Circuit Television
Camera Live Video Access & Usage
Section: Metropolitan Phoenix
TRACS No.: Not Applicable

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THE STATE OF ARIZONA
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AND
TOTAL TRAFFIC NETWORK
(a division of CLEAR CHANNEL BROADCASTING, INC)

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c. Prior to equipment installation, meet with the State's TOC personnel to discuss the proposed installation referenced in III.1.b as above.

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m. Be solely responsible for providing other means of broadcasting traffic information during periods when the TOC supplied traffic-related information are unavailable due to equipment malfunction, repairs, routine maintenance operations, shortages of personnel, ongoing response to emergency situations and incidents, or other circumstances beyond the TOC's control.

n. Defend, indemnify, and hold harmless the State, its officers, agents, and employees from and against any and all damages, actions, or claims arising out of: (i) any breach of any representation warranty or agreement in this Agreement by CCB and (ii) any other default under this Agreement by CCB. The parties to this Agreement agree that the State of Arizona (ADOT) shall be indemnified and held harmless by CCB for vicarious liability of this State as a result of entering into this Agreement.

o. Agree not to assign, transfer, convey, or sublet this Agreement, or any part thereof, without prior written consent of the State's TOC Manager or Operations Supervisor.

p. In order to maintain the State's TOC facility security, assign CCB personnel the State furnished badge, which shall be worn and displayed at all times while present at the State's TOC facility.

q. Contact the State's TOC Manager or the Operations Supervisor for any questions or concerns as mentioned above.

2. The State will:

a. Provide a cubicle, desk, chair, and cabling from the communications room to the assigned cubicle in the control room where the designate CCB personnel shall be stationed.

b. Provide the CCB personnel access to the State's TOC building and parking area, and entry to the control room. The State TOC operators will provide the CCB personnel access to the TOC parking lot.

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IV. AMENDMENT

1. This Agreement may be amended at any time upon mutual written Agreement between both parties. No agent, employee, or other representative of any party to this Agreement is empowered to alter any of the terms unless it is done in writing and signed by the designated officers of the respective parties, their authorized representatives, or duly appointed successors.

V. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect for a period of five (5) years from the effective date and may be amended (by letter), upon mutual consent of both parties. This Agreement may be reviewed. All reviews shall be completed prior to the end of the 5th year anniversary date prior to automatic renewal. The Agreement shall automatically renew for an additional five (5) year period unless either party exercises its termination rights, hereafter described. This Agreement may be cancelled by either party at any time upon 90 days' written notice.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The State's TOC reserves the right to immediately terminate this Agreement at its discretion. Instances that may warrant such termination shall include, but are not limited to at a minimum, the following:

- a. Misrepresenting the State's TOC's involvement in this partnership.
- b. Misrepresenting the traffic conditions.
- c. Inappropriate comments or behavior inconsistent with the goals and mission of the State's TOC.

5. The CCB shall not transfer, sell, assign or otherwise dispose of all or any part of the Agreement or the rights hereunder without prior written consent of the State.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

8. In the event of any controversy between the CCB and the State, which may arise out of this Agreement, regardless of amount or subject, the parties hereto agree to abide by binding arbitration pursuant to in A.R.S. Section 12-1518.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007
FAX: (602) 712 7424

Total Traffic Network,
a division of Clear Channel Broadcasting, Inc.
Alan Sledge
600 East Gilbert Dr.
Tempe, AZ 85281

Traffic Operations Center
Arizona Department of Transportation
2302 W. Durango Street MD PM02
Phoenix, AZ 85009-6452
FAX: (602) 495-9013

With Copy to:
Clear Channel Communications, Inc.
200 East Basse Road
San Antonio, TX 78209
FAX: (210) 832 3428
Attn: Legal Department

10. Attached hereto is the letter from CCB's in-house legal counsel indicating that to the best of his knowledge CCB is authorized to enter into this Agreement and perform its duties described herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**TOTAL TRAFFIC NETWORK, A Division of
CLEAR CHANNEL BROADCASTING, INC**

STATE OF ARIZONA
Department of Transportation

By _____
SUSAN KARIS-MADIGAN,
VP/General Manager

By _____
DANIEL S. LANCE, P.E.
Deputy State Engineer

APPROVAL OF THE TOTAL TRAFFIC NETWORK ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the ARIZONA DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and TOTAL TRAFFIC NETWORK, a division of CLEAR CHANNEL BROADCASTING, INC. and declare this agreement to be in proper form and within the powers and authority granted to the Corporation under the laws of the State of Arizona.

DATED this 10th day of August, 2004.

Daniel Lopez
Attorney

APPROVAL OF THE TOTAL TRAFFIC NETWORK ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the ARIZONA DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and TOTAL TRAFFIC NETWORK, a division of CLEAR CHANNEL BROADCASTING, INC. and declare this agreement to be in proper form and within the powers and authority granted to the Corporation under the laws of the State of Arizona.

DATED this 13th day of August, 2004.

Daniel Lopez
Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

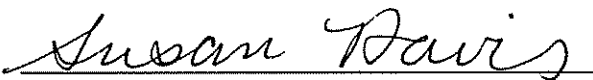
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-2006TRN (JPA02-182), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: September 8, 2004.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:dgr
Attachment
865477